

**SECTION-1**  
**GOVERNMENT OF ODISHA**  
**OFFICE OF THE NOTIFIED AREA COUNCIL, KHARIAR ROAD, ODISHA**  
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**NOTICE INVITING TENDER (NIT) FOR THE WORK**  
**"CONSTRUCTION OF NEW OFFICE BUILDING G+1 &**  
**OTHER WORK,**  
**NAC KHARIAR ROAD"**

**NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement**  
**Identification No. 848 / 24.3.26**

1. The Executive Officer, Khariar Road NAC invites percentage bid in Single/double cover system on behalf of Khariar Road NAC for the following works from eligible government registered contractors for execution of civil works. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

13	Name of the Work	Value of Work excluding GST (Rs. Lakh)	Bid Security (EMD) (Rs. Rupees)	Cost of Bid Document (in Rs.)	Class Of Contractor	Period of completion	Cover System
1	2	3	4	5		6	7
1.	Construction of new office building (G+1)	505.59	505595.00	10,000.00	A	12 (twelve) Months	Double cover

- Bid documents will be available in website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) from 10.00 AM 25/03/2026 to 10/04/2026 of 5.30 PM of for online bidding. The bidders must possess compatible **Digital Signature Certificate of Class - II / Class - III**.
- Bids must be accompanied with scan copy of financial instrument towards bid security (EMD) specified for the work in column No. 4 of the above table, payable in favour of the Executive Officer, NAC Khariar Road in shape of **Bankers Cheque / Demand Draft / TDR / NSC / KVP / Postal Saving Account on any Nationalized Bank**, payable at **Khariar Road, Odisha..** Scan copy of the bid security shall be submitted in Single/Double Cover of the online bidding. Engineer Contractors who want to avail EMD exemption have to give one affidavit with tender declaring therein to the effect that they have not yet availed 3 nos. of EMD exemption during this financial year and to show the Original Registration Certificate to the Tender opening authority for confirmation.
- Bids must be accompanied with scan copy of demand draft towards cost of tender document. The same shall be in the form of **Demand Draft / Bankers Cheque on any Nationalized Bank** in favour of the **Executive Officer, NAC Khariar Road** payable at **Khariar Road, Odisha**. Scan copy of the demand draft shall be submitted in cover - I of the Online.
- Price bid shall be submitted in Double/ Single cover of Online bidding as Cover System
- Bids must be submitted on "Online" on or before dt 10/04/2026 by **5.30 PM**.
- Bids received on "Online" shall be opened at **11.00 A.M. on dt.15/04/2026** in the office chamber of the undersigned in the presence of bidders or their authorized agents who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working days at the same time and venue.

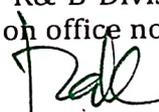
7. Financial instrument such as cost of bidding document and bid security in original shall have to be deposited **10.00 AM. of 13/04/2026 to 5.00 PM of 13/04/2026** at Tender Box before the tender opening, failing which the bids shall summarily be rejected.
8. Any bidders desirous to avail any facility as per certain circular / orders of Govt. have to apply for the same in affidavit along with copy of the circular / order.
9. The sealed Bid document shall contain scan copy of **(a) Registration Certificate, (b) PAN, (c) GSTN** and other documents required as per DTCN and special condition if any.
10. As per Office Memorandum no 07764600022025\_173\_W, Bhubaneswar dt 03/01/2026 Amendment of Codal & Contractual Provision, The Additional Performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:
  - I. **Where the bid price is below 0% but not below 10% of the project cost put to bid**, no additional performance guarantee/security percentage is required.
  - II. **Where the bid price is below 10% but not below 20% of the project cost put to bid** , the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price
  - III. **Where the bid price is 20% or more of the project cost put to bid**, the additional performance guarantee percentage shall be increased for every percentage of bid price below 20% of the project cost put to bid in additional to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.
  - IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of the bid price is below 0.5% of next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
  - V. The additional performance security shall be treated as part of the performance security.
  - VI. Justification for abnormally low bids shall be scrutinized by the Department Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS) An abnormally low bid is one in which the Bid price. In combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract offered price. Procuring Entity may, in such cases, seek written clarifications from the bidders, including details price analyses of its Bid price in relation to scope, schedule, resources mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
11. The L1 Bidder should submit APS in shape of Bankers Cheque / Demand Draft / TDR / NSC / KVP / Postal Saving Account from any Nationalized Bank in favour of E.O., NAC, Khariar Road payable at Khariar Road after finalization of bid.
12. Vibrator must be used in Concrete works.

13. The bidder will abide by the Govt. GST instructions.  
14. The Bidder Must submit the NOC / No dues (Holding Tax, User Fees, Shop Rent etc.) from the Authority of NAC, Khariar Road.  
15. The authority reserves the right to cancel any or all bids without assigning any reason thereof.  
Other details can be seen in the enclosed Bidding document (DTCN).

  
Executive Officer  
NAC Khariar Road

Memo No 849 Dt. 24/3/26

Copy to the P.A. to Collector & District Magistrate/ Additional District Magistrate, Nuapada/ Project Director, DUDA-cum-DRDA, Nuapada/ Addl. Chief Engineer cum Inspector of Local Works, PH Division, Bhawanipatna/ Sub-Collector, Nuapada/ B.D.O, Nuapada/ Tahasildar, Nuapada/ Executive Engineer, R.W., Nuapada/ Superintending Engineer, R& B Division, Khariar/ Executive Engineer, R.W.S.S., Nuapada/ with request to display the same on office notice board for wide publication.

  
Executive Officer  
NAC, Khariar Road

Memo No 850 Dt. 24/3/26

Copy to the District E-Governance Manager Collectrate , Nuapada with request to publish the Notice in the Dist. Portal, Nuapada i.e [www.nuapada.odisha.gov.in](http://www.nuapada.odisha.gov.in) from 25/03/2026 to 10/04/2026 for wide publication.

  
Executive Officer  
NAC, Khariar Road

Memo No 851 Dt. 24/3/26

Copy to the Deputy Director (Advertisement) & Deputy Secretary to Govt. I&PR Dept. Govt. of Odisha, Bhubaneswar with a request to get notification publish in one no. of leading Odia Daily & one no. of National English Daily News Paper for one day an early date for wide Circulation.

  
Executive Officer  
NAC, Khariar Road

Memo No 852 Dt. 24/3/26

Copy to Tender Committee Chairperson, NAC Khariar/ Dist. Treasury Officer, Naupada /CTO, Khariar Road/ /Municipal Engineer, NAC Khariar Road for kind information & necessary action.

  
Executive Officer  
NAC, Khariar Road

1. **Minimum Eligibility Criteria :-**

- i) The Firms/ Companies/ Registered Contractors should have successfully Completed Work(s) valuing not less than **Rs 303.35 Lakh ( 60% estimated cost excluding GST)** in any one financial year during the last 3 (three) financial years in any Govt. Sector and/or Public Sector and/or any Govt. Parastatal agency of India or any of its constituent State or Union Territory. **However, such completed work must cover at least one building constructed minimum (G+1) building and more.** The firm shall have to submit the performance certificate of the works constructed by them for satisfactory performance from appropriate authority i.e., not below the rank of Divisional Officer /Superintending Engineer/equivalent. **( Double Cover)**
  - ii) The Firms/Companies/Registered Contractors should have annual financial turnover of not less than **100% of the estimated cost excluding GST** in any one financial year in during last 3 (three) financial years and the turn over need to be certified by Chartered Accountant. **The certificate issued by Chartered Accountant should bear the Unique Document Identification Number (UDIN).( Double Cover)**
  - iii) Since the bids have been invited in a notice for **One** work, the order of opening of the financial bids shall be in seriatim in which those works are mentioned in the notice of 'Invitation for Bids' unless otherwise required to be changed.
  - iv) **The firm/bidder should have the adequate bid capacity as per clause No. 32.3 of Section 2(B)E.**
2. NA
  3. NA
  4. The Bidder should have not been blacklisted by any Govt./ Govt. Undertaking on the bid submission date. **Self-Declaration Certificate** by Bidder in the form of Affidavit is to be submitted.
  5. **All Bidders/Contractors are bound to register themselves in CDMS Portal developed by State Procurement Cell, Odisha, Bhubaneswar. However, the successful out State Bidders those who are not registered in CDMS Portal, Odisha, are bound to register themselves before signing of agreement.**
  6. The bid for the work shall remain valid for a period of **120 (One Hundred Twenty) days from the date of opening of Price Bid.** If any Bidder/ Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the bid security/earnest money shall stand forfeited.
  7. Bids from Consortium/ Unincorporated Joint Venture is not acceptable.
  8. Other details can be seen in the bidding documents, which is available in website **[www.tendersorissa.gov.in](http://www.tendersorissa.gov.in)**.
  9. All amendments, time extension, clarifications etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.

10. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
11. The estimated cost put to tender in respect of the work as mentioned in the above table is tentative only. The actual estimated cost shall be as per the bill of quantities / schedule of quantities appended to the DTCN. The estimated cost mentioned in the said bill of quantities shall be the basis for tender finalization, acceptance, submission of ISD, APS (if applicable) and for all other practical purposes.
12. If any mismatch is observed between the specifications reflected in the BoQ and the corresponding details mentioned in Section-8 & 9 of DTCN or, if specification of any item/component/sub-item is not mentioned in the BoQ then, in such cases, decision of the Engineer-in-charge shall be final & binding.
13. Since the aforesaid project put to tender is under resource tied-up programme, it's time of execution and expenditure vis-à-vis completion are of utmost importance. To ensure participation of sincere and reasonable bidders through this transparent bidding process, it is clarified that the bidder(s), whose contract(s)/ agreement(s) has/ have been rescinded under Any ULB of Odisha/PHEO/WATCO/RWSS/ Works Deptt./Water Resource Dept. during last two years prior to the date of invitation of this tender, shall not be eligible to participate in the bidding process for the aforesaid work. Even if such contractors participated in the bidding process for the aforesaid work, their bids shall be out rightly rejected.
14. It is being observed that complaints are being raised by the fellow bidder(s) and/or from other persons(s)/entity(s) regarding the eligibility of other bidder(s) participated in the bidding process. In this connection it is clarified that, simply raising a complaint against any bidder(s), participated in the bidding process for the aforesaid work will not hold good unless it is substantiated with required documentary evidence(s) by the said complainant(s). This means the onus of establishing the ineligibility of any bidder shall lie with the complainant(s) within a reasonable time frame to be decided by the officer inviting the bid for the aforesaid work. Appropriate decision on the said complaint(s) shall be taken by the competent authority without assigning any reason thereof to the complainant(s).

15. **Name and Address of the Officer Inviting Bids**

**The Executive Officer**  
**NAC Khariar Road**  
**Nuapada, Odisha,**  
**[Email-id-nackhrd@gmail.com](mailto:Email-id-nackhrd@gmail.com)**

**Sd/-**  
**Executive Officer**  
**NAC Khariar Road**

## **CHECK LIST TO BE FILLED UP BY THE BIDDER**

**Name of the Work:** Construction of new office building (G+1), and other 3 nos work.

Sl. No	Particulars	Reference to Clause No.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of Bid Document <b>Rs.10,000.00 (Online remittance)</b>	As per NIT			
02.	Bid Security (EMD) for <b>Rs.505595 (/in shape as mentioned at Clause 23 of Section-2(B))</b>	Clause 23.1, Section 2(B) of DTCN			
03.	<b>Additional Performance Security(BG as per Schedule-J)</b>	Clause 23.4, Section 2(B) of DTCN			
04.	Copy of valid <b>GST Registration Certificate / GSTIN</b>	Clause (a)iii., Section 2(A) of DTCN			
05.	Copy of <b>PAN Card</b>	Clause (a)iv., Section 2(A) of DTCN			
06.	Copy of valid <b>Contractor's Registration Certificate</b>	Clause (a)v., Section 2(A) of DTCN			
07.	<b>No Relationship Certificate</b>	Clause (a)viii., Section 2(A) of DTCN			
08.	<b>Work schedule</b> in the form of Bar Chart	Clause 7.14, Section-7 of DTCN			
09.	Sealed envelope containing <b>Additional Performance Security or Bank Guarantee</b> as the case may be	Clause 23.4 Section - 2(B) of DTCN			
10.	Self-declaration certificate by the bidder in the form of Affidavit for <b>No Criminal Case pending at the time of Bidding</b>	Clause 6, Section 2(B) of DTCN			
11.	Self-declaration certificate by the bidder in the form of Affidavit for not being <b>Blacklisted</b> by any Govt./ Govt. Undertaking	As per NIT			
12.	Self-declaration certificate by the bidder in the form of Affidavit declaring that in last 3 financial years they have not applied for/ are undergoing <b>Corporate Debt Restructuring (CDR) /Strategic Debt Restructuring (SDR)</b> or facing recovery proceedings from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial and Financial Reconstruction (BIFR)	Clause 8.4, Section - 2(B) of DTCN			
13.	<b>Structure &amp; Organization</b>	Schedule-A			
14.	<b>Financial Statement</b>	Schedule-B			
15.	<b>List of Tools, Plants &amp; Equipments</b>	Schedule-C			
16.	<b>Works Experience -</b>	Schedule-D			
(a)	List of similar works executed during last 5 years	Schedule-D (Item-3)			
(b)	Works in hand-Approximate value of existing commitment and ongoing works.	Schedule-D (Item-4)			
(c)	Bid Capacity Calculation Sheet	Schedule-D (Item-5)			
17.	Information regarding <b>Current Litigation, Debarring / Expelling of the Tender or Abandonment of the work by the tenderer</b>	Schedule-E			
18.	<b>Electrical License for External &amp; Internal Electrical Works</b>	Schedule-F			
19.	<b>Affidavit / Declaration</b>	Schedule-G			
20.	<b>Solvency Certificate from a Schedule Bank</b>	Schedule-H			
21.	<b>Bank Guarantee for EMD/ISD/APS/Any Other Security Deposit</b>	Schedule-J			

## **CONTRACT DATA**

### **A. GENERAL INFORMATIONS**

<b>SN</b>	<b>Item</b>	<b>Details</b>
1	Bid Identification No.	
2	Name of the Work	<b>Construction of new office building (G+1 &amp; Other 3 nos works</b>
3	Officer Inviting Tender	<b>Executive Officer, NAC Khariar Road</b>
4	Executive/Superintending Engineer concerned with head-quarters authorized as Engineer-in-charge of this work.	
5	Addl. Chief Engineer with head-quarters	<b>PH Division ,Bhawanipatana,Kalahandi (ILW)</b>
6	Accepting Authority	<b>Executive Officer ,NAC Khariar Road</b>
7	Estimated Cost	<b>505.59 Lakhs</b>
<b>B. BID INFORMATION</b>		
8	Intended completion period/Time period assigned for Completion	<b>12 (twelve) Calendar Months</b>
9	Last Date & time of submission of Bid	<b>17.00 Hrs. of Dt10/04/2026</b>



































































contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the **Executive Officer** to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the **Executive Officer** by the contractor or may be set off by the **Executive Officer** against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

6.17. **Payment Certificate.**

A Certificate of the **Executive Officer** or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provisions of **Clause-6.11.**

6.18. The **Executive Officer** shall make payment of work in full or part thereof those shall have been certified, subject to availability of Letter of Credit (LoC).

6.19. **Price Adjustment** Y L G:R U N V H S D U W P B I Q M F O H P R U D Q G I X P :  
' W

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in following Paras.
- (c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

The formula (e) for adjustment of prices are:

### **6.19(a) (i): Adjustment of Other Materials Component**

Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen, pipe and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_m/100 \times R \times (M_1 - M_0)/M_0$$

$V_M$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$M_1$  = The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_m$  = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

### **6.19(a)(ii): Adjustment for Cement Component**

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c/100 \times R \times (C_1 - C_0)/C_0$$

$V_c$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement

$C_0$  = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$C_1$  = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_c$  = Percentage of Cement Component of the Work.

### **6.19(a)(iii): Adjustment for Steel Component**

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s/100 \times R \times (S_1 - S_0)/S_0$$

$V_s$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

$S_0$  = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi

$S_1$  = The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_s$  = Percentage of steel component of the work

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S U R G X F W V K D V E H H Q F K R V H Q W R U H S U H V H Q W V W I

#### **6.19(a)(iv): Adjustment of Bitumen Component**

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.

$B_0$  = The official retail price of bulk bitumen at the IOCL/BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_1$  = The official retail price of bulk bitumen at IOCL/BPCL depot at nearest center for the 15th day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work

#### **6.19(a)(v): Adjustment towards differential cost of Pipes.**

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$$V_{pi} = 0.85 \times P_{pi} / 100 \times R \times (P_{i1} - P_{i0}) / P_{i0}$$

$V_{pi}$  = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

$P_{pi}$  = Percentage of pipe component of the work

$P_{i1}$  = **All India Whole sale price index of pipe** for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_{i0}$  = All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

#### **6.19(b): Adjustment of Labour Component**

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_l / 100 \times R \times (L_1 - L_0) / L_0$$

$V_L$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

$L_0$  = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

$L_1$  = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

$P_l$  = Percentage of labour component of the work.

**6.19(c) : Adjustment of POL (fuel and lubricant) Component**

Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 [ P_f/100 \times R \times (F_1 - F_0)/F_0$$

$V_f$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

$F_0$  = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOCL/ BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

$F_1$  = The official retail price of HSD at the existing consumer pumps of IOCL/BPCL/ HPCL at nearest center for the 15th day of the month under consideration .

$P_f$  = Percentage of fuel and lubricants component of the work

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RLO KDV EHHQ FKR VHQ WR UHSUHVHQW IXHO DQG

**6.19(d): Adjustment for Plant and Machinery Spares Component**

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p/100 \times R \times (P_1 - P_0)/P_0$$

$V_p$  - Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares.

$P_0$  - The all India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_1$  - The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

$P_p$  - Percentage of plant and machinery spares component of the work.

1RWH)RU WKH DSSOLFDWLRQ RI WKLV FODXVH LQG  
PDFKLQHU\ IRU PLQLQJ TXDUU\LQJ DQG FRQVWU  
FKRVHQ WR UHSUHVHQW WKH 3ODQW DQG PDFKLQHU\

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993- 94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series:

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1.	Cement	Grey Cement	Ordinary Port land cement
2.	Bars & rods	Rebars	Mild steel long products
3.	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction.

### **6.19(e): APPLICATION OF ESCALATION CLAUSE:**

The contractor shall for the purpose of **availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-Charge,** furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of Labour and/or price of POL give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

### **Percentage Table**

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P <sub>i</sub> )	P.O.L (P <sub>f</sub> )	Steel (P <sub>s</sub> ) + Cement (P <sub>c</sub> ) + Bitumen (P <sub>b</sub> ) + Pipes (P <sub>pi</sub> ) + Plant & Machinery Spare & Component (P <sub>p</sub> ) + Other Materials*
1.	R&B works (% of component)	Road works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2.	Irrigation works (% of component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3.	P.H. Work	Structural work	5	5	90
		Pipeline work	5	5	Pipe – 70% * Machinery + Other material -20%
		Sewer line	5	5	Pipe – 70% * Machinery + Other material -20%

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%LWXP HQ SLSH DQG 3ODQW 0DFKLQHUI\ 6SDUH &RPSRQH QW LQ W  
VKDOO EH SURYLGHG LQ WKH ELG'Schedule of Adjustment DSH RI  
**Data" DV "Appendix to Bid".** HQFORVHG KHUHZLWK

**Appendix to Bid**  
**Schedule of Adjustment Data**

**[For all works, adjustment factor for Labour and POL shall be considered at the rate of 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document. The cases where the original technically sanctioned estimate gets revised, the technical sanction to the revised estimate will be obtained from the competent authority as provided under Para 3.11.2 (b) of OPWD Code, Volume-1 Based on the revised technically sanctioned estimate, the Labour & the POL component shall be given the weightage of 5% each as provided in OM No.15847/W dated 19.11.2019 of Works Department and the weightage of 90% on steel, cement, bitumen, pipes, other materials and plant and machinery spare component shall be given as per the technically sanctioned revised estimate excluding the extra items. The revised weightage of "Schedule of Adjustment Data" based on revised technically sanctioned estimate shall be included as an Addendum to the agreement. The technical sanctioning authority shall be the competent authority for this purpose.] (Works Deptt. OM No.1739/W Dt.03.02.2023)**

Cl. No.31 of F2/P1 Contracts Sl. No.	Index description	Source of index	Base value*	Base Date*	Weightage of Item**	
					Pipe line work	Structural works
31 (a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			20%	30%
31 (a)(ii)	Cement	All India Whole sale price index for Cement (Ordinary Portland Cement) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			Nil	20%
31 (a)(iii)	Steel	All India Whole sale price index for Steel (Mild Steel-Long Products) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			Nil	20%
31 (a)(iv)	Bitumen	Official retail price of			Nil	Nil

	(VG-30)	bulk bitumen at the nearest IOC/ HPCL Depot.				
31 (a)(v)	Pipes	All India Whole sale price index for the <b>type of pipe under consideration</b> , as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			70%	Nil
31 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			5%	5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer Pump Depot.			5%	5%
31 (d)	Plant and Machinery	All India Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			Nil	20%
<b>Total :</b>					<b>100%</b>	<b>100%</b>

9 D O X W R E L H O X I S G W K W L P R I G U D B O F R Q W U D F W  
9 D O X W R E L H O X I S G W K E L G R F X P H Q W

6.20. If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment or increase of the work as originally contemplated.

**6.21. Defects Liability Period:**

The defect liability is **12 months** from the date of formal taking over of the work by the Engineer-in-charge.

6.22. **Contractor Liable for Damage done & for Imperfection for 6 (six) months after Certificate:**

If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six months from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security or the proceeds of sale thereof or a sufficient portion thereof and the contractor shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.

6.23. **Action where No Specification is mentioned:**

In the case of any class or items of works for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Odisha, as followed by the State PWD and in the event of there being no specifications born in the said standard specification of Odisha for such items of work, then in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge after obtaining approval from competent authority.

6.24. **Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:**

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge and/or Assistant Engineer and/or Junior Engineer in immediate charge of the work shall take the requisite measurements for the purpose of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge and/or his Engineering subordinates shall measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge and/or Assistant Engineer and/or his Engineering subordinates shall prepare a bill from such list which shall be binding on the contractor in all respects. Payment shall be made to the contractor in all respects.

The Engineer-in-charge will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the contractor, if any, on account of works done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the Executive officer may refuse to make such monthly payments if in his opinion, the progress of the work or the conduct of the contractor is not satisfactory or the contractor has in any other way done or neglect to do anything as to make it appear doubtful to the authority as to whether the works will be completed by the contractor in

accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payments of work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskilful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine or affect in any way the powers of Engineer-in-charge and/or Assistant Engineer and/or the Junior Engineer under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The contractor shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge or his authorized representatives in the presence of the contractor shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized representative shall serve a notice upon the contractor stipulating therein the date fixed for recording such measurement. If the contractor fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on the date as stipulated, the Engineer-in-charge may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the contractor as certified by the Engineer-in-charge shall be final and binding on all parties.

**6.25. Black Listing:**

A Contractor may be black listed as per amendment made to **Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha**. As per said amendment the Contractor may be blacklisted.

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

**6.26. If the rate quoted by the bidder is less than 15% of the amount put to tender, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But, if more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive officer of concerned Division and DAO and Municipal Engineer will remain present.**

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**6.27** If L<sub>1</sub> bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L<sub>2</sub> bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L<sub>2</sub> bidder negotiates at par with the rate quoted by the L<sub>1</sub> bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Government of India agencies working in the State.

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**6.28.** Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damaged will be imposed.

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**6.29. Grant of Concession to Scheduled Caste & Scheduled Tribe Contractors:**

If the tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in the relaxation of Rule 18 of the O.G.F.R. Vol.I and Para 3.5.14 of OPWD Code Vol.I.

**(Resolution No.16/37 – 27748 Dated 11.10.1977 amended vide No.16262/W Dt.30.10.2018).**

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## **SECTION-7**

### **SPECIAL CONDITIONS OF CONTRACT**

**7.1. Changes in Constitution of Firm:**

In the case of tender by a partnership firm, any change in the constitution of the firm shall be forth with notified by the contractor to the **Executive Officer** for his information. In case of failure to notify the change in the constitution within 15 days, the **Executive Officer** may by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Governor of Odisha and the same consequence shall ensure as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

**7.2. Engineer's Access to Work:**

The **Executive Officer and Municipal Engineer** are to have at all times access to the works, which are to be entirely under their control. He may require the contractor to dismiss any person in the contractor's employee upon the works who may be incompetent or misconduct him-self and the contractor is forthwith to comply with such requirements. Other supervising officers shall have all time access to the works.

**7.3. Workmen Compensation Act VIII of 1923:**

The Governor of Odisha shall be entitled to recover in full from contractor any amount that the Governor of Odisha may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

**7.4. Jurisdiction in the Event of Dispute:**

That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

**7.5. Lighting & Sanitary Arrangement:**

Lighting & Sanitary arrangement and supply of drinking water will be made by the Contractor at his own cost for his labour camp.

**7.6. Payment of TAXES:**

The Contractor shall bear **Taxes** such as, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary & **Government of Odisha** shall not entertain any claim whatsoever in this respect. Statutory deduction of **Taxes** as applicable shall be done from each running bill.

**7.7. The Building & Other Construction Workers Welfare Cess Act 1996.**

In accordance with the provisions under the said Act 1% (One) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the contractor and such amount shall be remitted in favour of The Odisha Building & Other Construction Workers Welfare Board.

**7.8. Site Clearance:**

After the work is finished or completed, surplus materials and debris are to be removed by Contractor at his own cost and preliminary works such as vats, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the contractor shall vacate the site within three months from the date of completion & commissioning, by making good the damages if any.

**7.9. Works to be Carried Out:**

The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**7.10. Sufficiency of Tender:**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities (DTCN Part-II Price Bid), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works.

**7.11. Rates:**

The Tenderer shall quote their offer on '**Percentage Rate' (excess or less) over the estimated cost in the Price Bid appended to the tender document** for complete work in all respects. **The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.** The offer shall be inclusive of cost of all materials, labour, T&P including the building and other construction workers welfare cess with surcharge, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.

**GST as applicable on works contract shall be paid over the bill amount at the time of Payment of Bill.**

**7.12. Transportation:**

The contractor shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.

**7.13. Custody of the Materials:**

The contractor shall be responsible for safe custody of the materials at site and the Governor of Odisha will not be responsible for any loss or damage of the property at site.

#### 7.14. **Construction Schedule:**

The contractor shall submit a detailed work schedule in the form of **Bar Chart** along with his tender indicating the detailed break-up of the job. This will include all operations from submission of design & drawing, procurement of materials, construction to final testing & commissioning at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the contractor shall be revised by the **Executive Officer** and approved with necessary modification if any after acceptance of the tender. However, the Engineer-in-Charge shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the successful bidder to abide by such changes in construction schedule/bar chart as per direction of EIC. No claim and/or condition should either be put forth in any manner by the successful bidder or shall be acceptable to the EIC.

#### 7.14(a) **Progress reports – submission by the contractor**

- (1) The contractor shall submit monthly progress report of the work in a computerised form. The progress report shall contain the following, apart from whatever else may be required as specified:
  - (i) Project information, giving the broad features of the contract.
  - (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
  - (iii) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and upto date progress.
  - (iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative upto the month, with reasons for deviations, if any, in a tabular format.
  - (v) Plant and machinery statement, indicating those deployed in the work, and their working status.
  - (vi) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
  - (vii) Financial statement, indicating the broad details of all the running account payments received upto date, such as gross value of work done, advances taken, recoveries affected, amounts withheld, net payments, details of cheque payments received, etc.
  - (viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction /decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.
  - (ix) Progress photographs, in colour, of the various items/ components of the work done upto date, to indicate visually the actual progress of the work.
  - (x) Quality assurance and quality control tests conducted during the month, with the results thereof.
  - (xi) **Besides above contractor shall have to submit the information required as per the decision taken in the Kick-off meeting headed by the concerned Engineer-in-Charge.**

- (2) The progress report submitted by the contractor shall be checked and certified by the Junior Engineer/the Assistant Engineer and Asst. Executive Engineer and has to be reviewed by the Executive officer and the Addl. Chief Engineer,(ILW)/PD (DUDA) over their dated signatures.
- (3) Work of unique importance and character irrespective of the value of the work, should have videography undertaken at various stages of construction right from the day of start of work to date of completion / occupation, covering all major events, inspections, visits by dignitaries, etc.

**7.15. Initial Security Deposit/Security Deposit:**

The tenderer whose tender is selected for acceptance shall have to deposit **2% (Two Percent)** of the accepted tender amount (including EMD already submitted along with the bid) as **Initial Security Deposit (ISD)** within **7(Seven) Days** of receipt of Letter of Acceptance (LoA) and sign the agreement in the prescribed form within **15 (Fifteen) Days** of receipt of Letter of Acceptance after depositing the ISD.

The ISD shall be deposited **in shape as mentioned at Clause 23, Section- 2(B) of DTCN**. No tender shall be accepted unless required amount of security money is deposited.

In addition to the **ISD, 5%** of the bill amount shall be deducted from each bill towards the security deposit. The earnest money deposit, the initial security deposit before and after acceptance of tender together with the subsequent deduction from the contractor's bill shall form part of the security deposit equivalent to **7%** of the contract value for the due fulfilment of the contract.

The security deposit of the contractor shall be refunded only 12 (twelve) months after the date of completion of the work provided the final bill has been paid and defects if any rectified.

If, however there is inevitable delay in payment of final bill, the earnest money deposit and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

**7.16. Monitoring of the Project:**

Time is the essence of the contract. The execution of the project shall be closely monitored to ensure that quality; cost & time of the project are not compromised in any manner.

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Executive/Superintending Engineer vis-à-vis the approved **Bar chart & PERT Chart** and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Executive/Superintending Engineer failing which the contractor shall be liable for action as per **Clause -7.26**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to **Executive Officer, NAC Khariar Road** for

approval under intimation to the **SE, PH division , Bhawanipatna-cum- ILW NAC Khariar Road** to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause-7.26**.

**7.17. Site Order Book:**

A site Order Book shall be issued to the contractor by the Engineer-in-charge or his representative. The contractor shall keep this Book always at site and any special order or instruction to be issued to the contractor shall be recorded in this Book by the Engineer-in-charge or his representative. The contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the department but will remain during the period of the progress of the work with the contractor. The safe custody of the site Order Book during this period shall be the responsibility of the contractor. After completion of the work, the Book shall be returned back by the contractor to the Engineer-in-charge, which will be enclosed in the final bill.

**7.18. Guarantee:**

Defect liability period is **12 (Twelve) Months** from the date of final acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

**7.19. Land:**

The Department may provide land if available for construction of site office to the contractor on payment of usual rent.

**7.20. Unilateral Stoppage of Work:**

Unilateral stoppage of work by the contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Governor of Odisha reserves the right to take such actions as it may be deemed fit.

**7.21. Resident Engineer:**

The contractor shall engage for this work competent, qualified and authorised resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the contractor in his absence in receiving directions from officers of the Department, which will be binding on the contractor.

**7.22. Force Majeure:**

Neither the contractor nor the **Executive Officer** shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

### 7.23. Damages to Persons and Property:

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The Department does not take any responsibility on this account.

### 7.24. Attention to Urgent Works:

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-Charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or be adjusted against any sum payable to him.

### 7.25. Safety Devices:

- i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.  
The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.
- ii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.
- iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.
- iv) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- v) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.

- vi) **Demolition:** Before any demolition work is commenced and also during process of work:
  - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
  - b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
  - c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
  - d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.
- vii) **Personal safety equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- viii) **Precaution against fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

#### 7.26. **Rescission of Contract:**

Subject to other provisions contained in this clause the **Executive Officer** of the Department may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

- i) If the **contractor** having been given by the **Executive Officer** a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the **Executive Officer** (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the **Executive Officer**.
- iv) If the contractor fails to comply with the provisions of **Clause-7.15** & other relevant clauses mentioned elsewhere in this DTCN.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the **Executive Officer**.

When the contractor has made himself liable for action under any of the cases aforesaid, the **Accepting Authority shall have the powers to rescind the contract** (of which rescission notice in writing to the contractor under the hand of **Executive Officer** shall be conclusive evidence), **20% of the value of the left-over work** will be realized from the contractor as Penalty

7.26.1. In case of rescission of contract as per **Clause-7.26** the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

7.27(a) **Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the **Executive Officer** NAC Khariar Road (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

7.27(b) **Other statutory Taxes such as I.T. etc, will be deducted at sources from the bills of the contractor and deposited with concerned authority.**

7.27(c) Royalty at the prevailing rate on minerals will be deducted from the bills of the contractor and deposited with concerned authority.

7.28 **Fair Wages Clause:**

- (a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourers fair wages.

Explanation – “**Fair Wage**” means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

The **Executive Officer** shall have the right to enquire into and decide any compliant alleging that the wages paid by the contractor to any labourer for

the work done by such labourer is less than the wages as per sub-paragraph-I above.

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The **Executive Officer** or municipal engineer concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

#### **Odisha PWD / Electricity Department Contractor's Labour Regulations**

7.28.1. Short title – These regulations may be called "**The Odisha Public Works Department / Electricity Department Contractor's Regulations**".

7.28.2. Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -

- i) "**Labour**" means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
- ii) "**Fair Wages**" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.
- iii) "**Contractor**" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

- iv) **“Wages”** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.
- 7.28.3. **Display of Notices regarding Wages, etc.:**  
The contractor shall:–
- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
  - (b) Send a copy of such notices to the Engineer-in-charge of the work.
- 7.28.4. **Payment of wages:**
- (1) Wages due to every worker shall be paid to him direct.
  - (2) All wages shall be paid in current coin or currency or in both
- 7.28.5. **Fixation of wage period:**
- (1) The contractor shall fix the wage period in respect of which the wages be payable.
  - (2) No wage period shall exceed one month.
  - (3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
  - (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
  - (5) All payments of wages shall be made on a working day.
- 7.28.6. **Wage book and wages cards, etc.:**
- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
    - (a) Rate of daily or monthly wages.
    - (b) Nature of work on which employed
    - (c) Total number of days worked during each wage period
    - (d) Total amount payable for the work during each wage period.
    - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
    - (f) Wage actually paid for each wage period.
  - (2) The contractor shall also maintain a wage card for each worker employed on the work.
  - (3) The Executive/Superintending Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.
- 7.28.7. **Fines and deduction which may be made from wages:**

- (i) The wages of a worker shall be paid to him without and deduction of any kind except the following -
  - (a) Fines
  - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
  - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - (d) Any other deductions which the Odisha Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (iii) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

**7.28.8. Register of fines, etc.:**

- (i) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

**7.28.9. Preservation of register:**

The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (Twelve) Months** after day of the last entry made in them.

**7.28.10. Powers of Labour Welfare Officers to make investigation or enquiry:**

The Labour Welfare Officers or any other persons authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

**7.28.11. Report of Labour Welfare Officers:**

The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive/Superintending Engineer concerned, indicating the extent, if any, to

which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

7.28.12. **Appeal against the decision of Labour Welfare Officer:**

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive/Superintending Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

7.28.13. **Inspection of register:**

The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

7.28.14. **Submission of return:**

The contractor shall submit periodical returns as may be specified from time to time.

7.28.15. **Amendments:**

The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

7.28.16. **The quoted rates must include cost towards DMF (@10% of Royalty), EMF (@5% of Royalty), Additional Charges as applicable in addition to royalty of minor minerals used in the project. The same shall be realised from the R/A bills of contractors on failure to production of money receipt towards payment of same.**

**The terms and conditions of the agreement have been read by Me/Us and I/We certify that I/We clearly understand them and agree to abide by them.**

**Contractor**

## **SECTION-8** **SCOPE OF WORK**

### **GENERAL**

The intent of this Section is to specify the work items to be covered on '**Percentage Rate Basis**' in conformity with the technical specifications as enumerated in the subsequent clauses for the work, "**Construction of new office building (G+1), NAC Khariar Road.**".

#### **8.1. Location:**

**Town :** NAC Khariar Road  
**District :** Nuapada  
**State :** Odisha  
**Connected to :**  
**Nearest Railway Station :** Khariar Road

#### **8.2. Components of Work to be executed:**

**8.2.1. Construction of new office building (G+1), and other.**

**8.2.2.-NA**

**8.2.3. NA**

**8.2.4. NA**

\*\*\*\*\*

## SECTION – 09

### **TECHNICAL SPECIFICATIONS & DESIGN CRITERIA**

#### **9.1. General Conditions:**

- a. Cement shall not be less than O.P.C.-43 grade/PPC/PSC-53 grade of reputed manufactures confirming to relevant IS and all RCC work shall be M30 grade for water retaining structure and other RCC work shall be M25 / M20 grade as approved.
- b. Reinforcement to confirm Fe-415/Fe-500 and IS specification (SAIL/TATA /RINL/ JINDAL/SHYAM STEEL/Manufacturers empanelled by Works Department, Govt. of Odisha vide Notification no-10466 Dated 23.06.2023). The steel used for reinforcement shall be Corrosion resistance high yield strength deformed bars confirming to IS:1786.
- c. As & when required, the steel/cement & other building materials will be tested by Department at the cost of contractor to ensure proper quality as per IS specification.
- d. Testing of water tightness shall be conducted as per relevant IS Codes.
- e. Machine mix shall be used in concrete work for all structure. Design mix of concrete will be preferred. Vibrator of appropriate type shall be used for compaction of concrete.
- f. All the structures are to be designed as permanent type and shall have aesthetic elevation.
- g. Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centring and shuttering of the structures.
- h. Painting of all steel / MS structure to be done as per approved quality of enamel paint over a coat of primer.
- i. The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.
- j. All the work including supply of materials to be executed (unless otherwise specified) as per relevant IS specification and direction of Engineer-in-charge.
- k. Foundation of all structure including supply of materials shall be designed depending on Ground water table / subsoil condition. In no case the Depth of foundation below virgin soil shall be less than 1 m. at respective places.
- l. All equipments, accessories, auxiliaries, piping, electrics, instruments, installations, construction, buildings etc. including all mechanical, electrical & civil engineering works covered under the scope of work of contractor shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall arrange and carryout all such inspection, testing, trial run etc. and demonstrate in presence of the Engineer-in-charge of the Department.
- m. The cost of such inspection, testing, trial run, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, trial run, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.

- n. Such inspection, testing, trial run, demonstration etc. shall, however, not relieve the contractor of their liability for replacing/rectifying any defects, which may subsequently appear or be detected during erection and guarantee period.
- o. All Equipments, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's workshop/site in accordance with relevant Indian Standards/International Standards. The contractor shall furnish all test certificates etc. related to the quality of all the materials to the Department along with the delivery of the materials at site without which no payment shall be released. However, such test certificates, quality assurance certificate shall not relieve the contractor of its obligation to replace forth with any instrument/materials found defective during tests at works / trial running period/guarantee period.
- p. Testing for performance of equipment shall be carried out and be checked with the approved parameters and performance characteristic curves for the purpose of acceptance.
- q. Reinforced cement concrete M-30 in all members in contact with water and members close to water like roof slab/dome etc.
- r. Any other RCC members shall be of minimum of M-20 grade.
- s. **Design Criteria and Specification for Water retaining structures:** All the RCC Water Retaining structures shall be designed as per IS456-2000 and IS: 3370 -2009. The structural design shall be done by Working Stress Method. The concrete grade for the water retaining members shall be M30. The steel used for reinforcement shall be Corrosion resistance high yield strength deformed bars conforming to IS:1786 (with latest revision)
- t. **Design Criteria and specification for RCC Structures :**Concrete structures should be designed as per IS:456 -2000 using Limit State Method of design. For RCC works the Grade of concrete shall not be less than M20 Machine mix shall be used in concrete works of the structures. Vibrators of appropriate type shall be used for compaction of the concrete. The contractor shall give at his own cost concrete cubes to the department made from fresh concrete prepared for the work taken as per IS:1199 cured for 7 days and 28 days for testing by the department at any recognized/Govt. testing laboratory, and the testing charges shall be borne by the contractor.
- u. **Electrical equipment's/installation:** All the Electrical equipments/ installations shall be energy efficient and confirm to star rated/ BEE as applicable. **The Electrical Power Factor should not be less than 0.92.**

## 9.2 Design Criteria and specification for RCC Structures.

Machine mix shall be used in concrete works of the structure. Vibrators of appropriate type shall be used for compaction of the concrete. The contractor shall give at his own cost concrete cubes to the department made from fresh concrete prepared for the work taken as per IS:1199 cured for 7 days and 28 days for testing by the department at any recognized/Govt. testing laboratory, and the testing charges shall be borne by the contractor. Besides the above arrangements, contractor shall also carry out such tests as required by the department at regular intervals at his own cost. Samples shall be taken from the concrete prepared for use in the following components of the structure. The concrete mix as per approved design will be tested in the Govt. Laboratory through the Department at cost of the Contractor and design mix test report will be submitted to the Department before starting the work.

- i) Foundation
- ii) Each lift of supporting structure (column/shaft)
- iii) Supporting beams / Floor beams / Tie beams /Bracings.
- iv) Floor .
- v) Each lift of the wall.
- vi) Roof slab.
- vii) Any other portion of the structure as desired by the Engineer-in-charge.

In the event of deviation from the desired strength, the contractor shall dismantle the defective parts of the construction and make good the same at his own cost and no extra payment will be made by the department for the same.

### **9.3 Inspection, Testing, Trial-Run, Guarantee Test, Operation and Maintenance Manual, Completion Drawings, Guarantee & Acceptance:**

(i) **General:**

- All equipment, accessories, auxiliaries, piping, electrics, instruments, installations, construction, buildings etc. including all mechanical, electrical & civil engineering works covered under the scope of work of contractor shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall arrange and carry-out all such inspections, testing, trial-run etc. and demonstrate in presence of the Engineer-in-Charge of the Department.
- The cost of such inspection, testing, trial-run, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, trial-run, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.
- Such inspection, testing, trial-run, demonstration etc. shall, however, not relieve the contractor of their liability for replacing/ rectifying any defects which may subsequently appear or be detected during erection and guarantee period.
- Copies of certificates for materials test, hardness, balancing test along with other routine shop's quality assurance tests shall be furnished by the contractor prior to carrying out of the inspection and testing.

(ii) **Tests at works:**

- All equipment, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's works in accordance with relevant Indian Standards/International Standards. The contractor shall furnish all test certificates etc. related to the quality of all the materials to the Department along with the delivery of the materials at site without which no payment shall be released. However, such test certificates, quality assurance certificates shall not relieve the contractor of it's obligation to replace forth with any instrument/materials found defective during tests at works/ trial running period/ guarantee period.
- Testing for performance of equipment shall be carried out and be checked with the approved parameters and performance characteristic curves for the purpose of acceptance.

(iii) **On completion of construction:**

The contractor shall clear all the left over surplus earth, bricks, boulders, debris, scrap, temporary structures etc. from the construction site and present the entire premises in a neat and tidy manner. All units, equipment, tanks, reservoirs, pipelines etc. shall be cleaned thoroughly and disinfection shall be done.

**Note:**

1. Any item or any provision/requirement if not included in the **BoQ/ Scope of Work/Specification**, but is necessary to be provided for the completion of the project and for its functional necessity, the contractor shall provide the same. No extra payment shall be admissible on this account.
2. Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Water Supply Project, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:

[Deviations from the aforesaid Specifications and Standards shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.]

**All provisions of the technical scope of work & terms & conditions of the contract have been read by Me/Us and I/We certify that I/We clearly understand them & agree to abide by them.**

**Witness**

**Contractor**

**SECTION – 10  
DRAWING**

**Attached Separately**

**[For any other Drawings contact to the  
Executive Officer, NAC Khariar Road]**

**SCHEDULE – A**  
**STRUCTURE & ORGANISATION**

**1. General Information**

a) Name of Applicant

b) Head Office Address

e-Mail Address:

Telephone No.

Fax :

Mobile Phone No.

c) Regional Office Address (if any)

e-Mail Address:

Telephone No.

Fax :

d) Local Office (if any)

e-Mail Address:

Telephone No.

Fax :

e) Class of contractor / firm and year of incorporation  
(attach copy of certificate of registration)

f) Name and Address of Bankers

g) Main Lines of Business

## 2. STAFF PROPOSED FOR EXECUTION OF THE WORKS

### a) Office

Name(s)	Educational qualification	Designation	Relevant Experience	Remarks

### b) Key Engineering Personnel to be deployed at the site

Sl. No.	Name of Engineering Personnel to be deployed	Educational qualification	Experience	Remark
1.				
2.				
3.				
4.				
5.				

**Note:** **BIO-DATA** of each personnel shall be attached related with the proposed site.

A summary of the work experience of each key staff shall be attached.

**SCHEDULE – B**

**FINANCIAL STATEMENT**

**[To be given separately for each constituent Firm]**

Financial statement shall be audited for five years by Regd. Chartered Accountant or competent financial organization / authority. The audit certificate should be included with the document.

- 1) Name of Applicant:
  
- 2) Total Annual turnover & **Annual turnover in Construction Works including GST**, undertaken for each of the last five financial years.

**(Rs. In lakh)**

FINANCIAL YEAR	Home		Abroad		Total	
	Total Turnover (Including GST)	Turnover in Const. Works (Including GST)	Total Turnover (Including GST)	Turnover in Const. Works (Including GST)	Total Turnover (Including GST)	Turnover in Const. Works (Including GST)
2023-24						
2022-23						
2021-22						
2020-21						
2019-20						

3. Applicant's specific financial arrangements (mention amount in Indian Rupees)
  - a) Own Resources
  - b) Bank Credits
  - c) Others (specify)
4. Credit Facilities :  
To be supported by certificate for the Bank in **Scheduled 'H'**.

**SCHEDULE – C**

**LIST OF TOOLS, PLANT & EQUIPMENT**

**Proposed to be deployed by the Applicant for use on the work**

<b>Sl. No.</b>	<b>List of plants &amp; equipments</b>	<b>Minimum Requirement</b>	<b>Owned</b>	<b>Leased / Hired</b>	<b>Remarks</b>
			<b>Nos. / qty</b>	<b>Nos. / qty</b>	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1.	Concrete Hopper Mixer (tilting hopper type)	2 Nos.			
2.	Plate / Skid Vibrator	2 Nos.			
3.	Needle Vibrator	2 Nos.			
4.	Water Tank	2 Nos.			
5.	Levelling instrument	1 No			
6.	Dewatering Pump set from 5 to 20 HP capacity	1 No.			
7.	Steel shuttering plates (600 x 1200mm) with steel scaffoldings	1000 Sqm.			
8.	Transportation trolley	4 Nos.			

**SCHEDULE – D**  
**WORK EXPERIENCE**

1. Name of the firm :
2. Total number of years of experience in **Construction Work** :
3. List of the similar works executed during last 5 years. (2019-20 to 2023-24) (Rs. in lakh)

<b>Sl. No.</b>	<b>Name of the work/ location Agmt. No. &amp; Dt.</b>	<b>Name of the employer</b>	<b>Value of Contract price (Excluding GST)</b>	<b>Total Value of work executed (Including GST)</b>	<b>Financial year-wise Computed amount (Including GST)</b>	<b>Stipulated date of commencement</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Reasons for delay</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>

NB: Certification of the employer not below the rank of Divisional head of Executive/Superintending Engineer/equivalent is to be furnished in support of the above claim.

4. Approximate value of existing commitment and ongoing works:

(Rs. in lakh)

Description of work	Place	Name of employer	Contract No	Contract value (Excluding GST)	Stipulated period of completion (indicate date of commencement & completion)	Balance value of work to be executed (Including GST)	Remarks
1	2	3	4	5	6	7	8

**NB: Self declaration in shape of affidavit in support of the above claim should be furnished.**

5. Bid Capacity Calculation ( 5 H I H U F O D X V H R I 6 H F W L R Q % R I ' 7 & 1

A = Maximum value of works executed **including GST** in any one year during the last five years (updated to the current price level)= Rs.. \_\_lakhs.

B= Value of current price level of the existing commitments and ongoing works **including GST** to be completed during the next years = Rs. \_\_lakhs(Period of completion of works for which bids are invited)

N= Number of years prescribed for completion of the works for which the bids are invited = **1.00**

**Assessed Available Bid Capacity = (AxNx2-B) ≥Rs**



**SCHEDULE –E**

**INFORMATION REGARDING CURRENT LITIGATION,  
DEBARRING / EXPELLING OF TENDER ORABANDONMENT OF  
THE WORK BY THE TENDERER**

1.(a) Is the applicant currently involved in any **Litigation** relating to any contract works -  
**Yes/No**

(b) If yes, give details

2.(a) Has the applicant or any of its constituent partners have been **Debarred / Expelled**  
by any agency in India during the last 5 years - **Yes/No**

(b) If yes, give details

3.(a) Has the applicant or any of its constituent partners **failed to Perform/ Absconded/  
Rescinded** on any contract work in India during the last 5 years - **Yes/No**

(b) If yes, give details

1RWH ,I DQ\ LQIRUPDWLRQV\HGXOH LV IRXQG WR EH LQFRUUH  
TXDOLILFDWLRQ DSSOLFDWLRQ ZLOO EH VXPPDULO\ UHMHFV

## **SCHEDULE – F**

**(Applicable where the proposed works covers Electrical Items of works only)**

1. The contractor shall have appropriate class of electrical license for External & Internal Electrical Works.
2. If not, collaboration with contractor having Electrical license of equivalent capacity issued by licensing authority is to be furnished.

**SCHEDULE – G**

**AFFIDAVITS / DECLARATION**

1. I/We have read the instructions appended in the DTCN.
2. I/We agree that the decision of the Govt. of Odisha in selection of contractors will be final and binding upon me/us.
3. All the information furnished herewith are correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.
4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.
5. I/We agreed that I/We have no objection if our past construction works are inspected by any authority of Govt. of Odisha to assess the quality of construction.

Date:

Place:

Signature  
Name & Designation  
Name of the organisation

**SCHEDULE – H**

**(Refer: Schedule "B" Item – 4)**

**FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULE BANK**

This is to certify that to the best of our knowledge and information M/s./Sri..... having marginally noted address a customer of our bank and are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees ..... )  
... ) (Minimum 10% of the Value of work)

Signature

For the Bank

1 R W H L , Q F D V R I S D U W Q H U L V K F E S U W Q L D P H R I D O S D U W Q D H U M F R U B I H M K K % D Q N  
L L 6 X E P L W K G I R O Y H Q F U W L I L F U W M M H Q G H Z R H U G N

**SCHEDULE – I**

**Format for Seeking Clarification**

***(to be furnished in both MS Word/Excel & PDF Format)***

**Name of the Firm with e-mail & Mobile No.:** \_\_\_\_\_

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<b>Sl. No.</b>	<b>Reference to DTCN/ Clause/ Page</b>	<b>Existing Description &amp; Subject</b>	<b>Clarification Sought</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

**SCHEDULE-J**

FORM OF BANK GUARANTEE

**[EMD/ISD/APS/Any Other Security Deposit]**

To  
The Executive Officer,

\_\_\_\_\_.

WHEREAS:

(A) \_\_\_\_\_ [name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [**Executive/Executive Officer, NAC Khariar Road** representing Engineer-in-Chief, PH, Odisha], (hereinafter called the "**Authority**") for the construction of the work **Construction of new office building (G+1) & Other Executive/Executive Officer, NAC Khariar Road."** subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish a **EMD/ISD/APS/Any Other Security Deposit** for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period & Defects Liability Period} (as defined in the Agreement) in a sum of Rs. \_\_\_\_\_ Lakh (Rupees \_\_\_\_\_ Lakh) (the "**Guarantee Amount**").

(C) We, \_\_\_\_\_ through our branch at \_\_\_\_\_ (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period & Defects Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the

Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [**Executive Officer, NAC Khariar Road**], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the

liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on \*\*\*\*\*\$ . Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a

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*§ Insert date being (contract period+ defect liability period+ 60 days min.) from the date of issuance of this Guarantee (in accordance with Clause 23.4 of the Section 2(B) & Clause 6.22 of Section 6).*

certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.
- (iii) The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".
- (iv) The bank guarantee shall be from a Nationalised/Scheduled Indian Bank with **counter guaranteed** by its branch at **Khariar road**

**Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha.**

**Government of Odisha  
Works Department**

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**Office Memorandum**

**File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013**

**Sub: Codal Provision regarding e-Procurement**

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

**(Appendix-IX (A) of OPWD Code, Vol-II)**

**Executive instructions regarding calling for and acceptance of tenders in e-Procurement.**

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is "<https://tendersodisha.gov.in>".
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
  - 11.1 Application Administrator (NIC & State Procurement Cell)
    - i. Master Management
    - ii. Nodal Officer Creation
    - iii. Report Generation
    - iv. Transfer of Officer's login ID.
    - v. Blocking & unblocking of officer's and bidder's login ID.
  - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
    - i. Creation of Users
    - ii. Role Assignment
    - iii. Report Generation
    - iv. Transfer of Officer's login ID.
    - v. Blocking & unblocking of officer's Login ID.
  - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
    - i. Publishing of Tender
    - ii. Publishing of Corrigendum / addendum / cancellation of Tender
    - iii. Bid Clarification
    - iv. Uploading of Pre-Bid minutes.
    - v. Report generation.
  - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
    - i. Creation of Tender
    - ii. Creation of Corrigendum / addendum / cancellation of Tender
    - iii. Report generation.
  - 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
    - i. Opening of Bid
  - 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
    - i. Evaluating Bid
  - 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
    - i. To take up auditing
12. **NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):**
  - 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
  - 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

<b>Government of Odisha "e"procurementNotice</b>	
<b>Bid Identification No.-----</b>	
1.	Nameofthework: .....
2.	Estimatedcost: Rs.....
3.	Period of completion .....
4.	Date&Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Nameandaddressofthe O.I.T.:.....
Further details can be seen from the e-procurement portal " <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> "	

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in> will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

**13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:**

13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

**14. CREATION AND PUBLISHING OF BID:**

14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

14.3 Procurement Officer Administrator creates tender by filling up the following forms:

i. BASIC DETAILS

ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

SI No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(b) For Two Cover/Packet:

SI No	Cover Type	Document Description	Type
1	Fee/	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf

	Prequal/ Technical	Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

## 15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that

are undertaken through the e-Procurement system irrespective of who operates the system.

- 15.2 LOGGING TO THE PORTAL: The Contractor/Bidder is required to type his/her / R J L Q and password. 7 K System Z L O O D J D L eled the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 15.3 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.
- 15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.
- 15.5 PREPARATION OF BID
- 15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.
- 15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.
- 15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:
- 15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.
- 15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

- 15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
- 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption
- 15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

**16. SUBMISSION OF BID:**

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.
- 16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
- 16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.

The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

- 16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
  - 16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
  - 16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
  - 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
  - 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
  - 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
  - 16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
  - 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

**17. SECURITY OF BID SUBMISSION:**

- 17.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

**18. RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

**19. OPENING OF THE BID:**

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

**20. EVALUATION OF BIDS :**

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing \_\_\_\_\_ nos. of pages".
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
  - 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
  - 20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
  - 20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
  - 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
  - 20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

**21. NEGOTIATION OF BIDS:**

21.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

**22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

**23. BLOCKING OF PORTAL REGISTRATION:**

23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. **GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:**

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO,	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member
Sr. Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2<sup>nd</sup> time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.

4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

***Sd/19.07.2013***  
**E.I.C-cum-Secretary to Govt.**

**Online Receipt of Tender Paper Cost & Earnest Money Deposit  
through e-Procurement Portal  
as per Works Department Letter No.17276/W Dt.06.12.2017**

**Government of Odisha  
Works Department**

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**Office Memorandum**

**File No.07556900012016–17254/W Dt.05.12.2017**

**Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".

Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :

- a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
  - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
  - c) Reporting and accounting of the **e-receipts** will be made from a single source.
  - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
- a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)

- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

**5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**

- a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
- i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
  - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
    - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

**6. Settlement of Cost of Tender Paper;**

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to

the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

#### **7. Settlement of Earnest Money Deposit on submission of bids:**

- a) The Bank will remit the **Earnest Money Deposit on submission/ cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

#### **8. Forfeiture of EMD :**

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

**9. Role of the Banks:**

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

**10. Role of State Procurement Cell:**

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day

- h) e-procurement system will update the status accordingly for reconciliation report.

**11. Role of National Informatics Centre :**

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

**12. Role of Cyber Treasury :**

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

**13. Redressal of Public grievances :**

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo-moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

**14. Applicability and modification of existing rules / orders:**

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

- 15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

**Sd/05.12.2017**  
**E.I.C-cum-Secretary to Govt.**

***[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha – 1800 3456 765, 0674-2530998, 2530996]***

**ANNXURE-I of Appendix - II**

**Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

	<b>Cost of Tender Paper on submission of bids</b>	<b>Earnest Money Deposit on submission of bids</b>
Government Departments	<p>I. The payment towards the <b>cost of Tender Paper</b>, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>I. In case of tenders of Government Departments, amount towards <b>Earnest Money Deposit</b> on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>II. In case of forfeiture of <b>Earnest Money Deposit</b> on submission of bids, the e- Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards <b>Cost of Tender Paper</b>, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The <b>Paper cost</b> will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>I. Amount towards <b>EMD</b> on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of <b>Earnest Money deposit</b> on submission of bids, the e- Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working</p> <p align="center"><b>S</b></p>